

STATE OF SOUTH CAROLINA )

COUNTY OF COLLETON )

IN THE COURT OF COMMON PLEAS  
14TH JUDICIAL CIRCUIT

Marcus and Nadine Smith, )

Case No. 2019-CP-15-00904

Plaintiffs, )

v. )

Jason Kelso, Roadrunner Van Lines LLC, )  
Roadrunner Moving and Storage, Co., )  
and Sunstate Carriers LLC, )

**SUMMONS**  
**(Jury Trial Demanded)**

Defendants. )

TO THE ABOVE-NAMED DEFENDANTS AND YOUR ATTORNEYS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscriber at his office, P. O. Box 661, Hampton, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for relief demanded in the Complaint.

Respectfully submitted:

s/Marion C. Fairey, Jr.  
Marion C. Fairey, Jr.(SCB# 64998)  
THE FAIREY LAW FIRM, LLC  
4985 Savannah Highway  
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November 12, 2019  
Hampton, South Carolina

STATE OF SOUTH CAROLINA )  
 ) IN THE COURT OF COMMON PLEAS  
 COUNTY OF COLLETON ) 14<sup>TH</sup> JUDICIAL CIRCUIT

Marcus and Nadine Smith ) Case No. 2019-CP-15- 00904  
 )  
 Plaintiffs, )  
 )  
 v. ) **Complaint**  
 ) **(Jury Trial Demanded)**  
 )  
 Jason Kelso, Roadrunner Van Lines LLC, )  
 Roadrunner Moving and Storage, Co., )  
 and Sunstate Carriers Inc., )  
 )  
 Defendants. )

COME NOW THE PLAINTIFFS AND ALLEGE AS FOLLOWS:

1. The Plaintiffs, Marcus and Nadine Smith, are residents of a state other than South Carolina.
2. Defendant Jason Kelso is a resident of a state other than South Carolina.
3. Defendant Roadrunner Van Lines, LLC is a company organized and existing under the laws of a state other than South Carolina.
4. Defendant Roadrunner Moving and Storage, Inc. is a company organized under the laws of another State.
5. Upon information and belief, Roadrunner Van Lines, LLC or Roadrunner Moving and Storage, Inc. employed a driver, Dakota Van Lilly, who, upon information and belief, is now deceased.
6. Defendant Sunstate Carriers, Inc. is a company organized and existing under the laws of a state other than South Carolina.
7. The acts and omissions complained of herein substantially occurred in Colleton County, South Carolina.

8. The court has jurisdiction over the parties and subject matter raised in this complaint.

9. Prior to October 8, 2018, the Plaintiffs engaged Roadrunner Moving and Storage, Inc. to move their household goods from their former home in Plantation, Florida to their new home in Gambrills, Maryland.

10. Roadrunner Moving and Storage, Inc. packed up the Plaintiffs' belongings in its truck.

11. While packing up the Plaintiffs' household goods, an employee of the Defendant broke a glass desktop. The remainder of the Plaintiffs' goods were loaded onto Roadrunner's truck without incident.

12. After taking possession of the Plaintiffs' household goods, Roadrunner Moving and Storage, Inc. transferred the Plaintiffs' goods to a different truck and trailer for transport to Maryland that was owned and operated by Roadrunner Van Lines, LLC.

13. On or about October 8, 2018, while on route to Gambrills, Maryland, Roadrunner Van Lines, LLC's truck driven by Dakota Van Lilly had a tire blowout while travelling northbound on I-95 near exit 66 in Colleton County, South Carolina.

14. Upon information and belief, after the blowout occurred, Mr. Lilly attempted to maneuver his truck and trailer to the shoulder of the road.

15. In maneuvering the tractor and truck to the shoulder, Mr. Lilly collided his truck and trailer into another truck and trailer owned and operated by Sunstate Carriers, Inc. that was illegally parked on the shoulder of an interstate highway.

16. The collision caused the trailer of Roadrunner Van Lines, LLC's to open up and spill its contents (including the household possessions of the Plaintiffs) along the side of the highway for hundreds of yards.

17. The Sunstate Carrier, Inc.'s truck and trailer had been illegally parked on the shoulder of I-95 by Defendant Jason Kelso, who is believed to have been acting as an employee or agent of Sunstate Carrier, Inc.

18. A post-accident inspection revealed that multiple tires on the Roadrunner Van Lines, LLC truck were leaking air or had the belting material exposed, all of which are violations of applicable safety regulations and industry practice.

19. A post-accident inspection further revealed that the Sunstate Carrier, Inc.'s truck had been illegally parked by Jason Kelso on the shoulder of I-95 under an overpass at the time of the wreck.

20. At all times relevant, Roadrunner Van Lines, LLC, Roadrunner Moving and Storage, Inc., Sunstate Carriers, Inc., and Jason Kelso and Dakota Van Lilly owed the Plaintiffs a duty of care, including, but not limited to, the duty to properly inspect a vehicle that is operated on the highway, the duty to properly equip and maintain safe tires on a vehicle that operated on the highway, the duty to utilize such ordinary care as a reasonable person under similar circumstances, the duty to comply with all laws, statutes, regulations, industry practices or other safety guidelines in the operation and parking of a semi-tractor and trailer, and such other duties as may be shown to exist during the prosecution of this action.

21. The Defendants individually and collectively, through their agents and employees, breached one or more of these duties.

22. As a direct and proximate result of the Defendants' individual and collective breaches of duty, the Plaintiffs' personal property was lost, destroyed, or damaged.

23. The Plaintiffs have suffered property damage in an amount that does not exceed seventy-five thousand (\$75,000.00) dollars, exclusive of interest and costs against any one defendant.

24. The Plaintiffs demand a jury trial on all issues so triable.

WHEREFORE, the Plaintiffs respectfully pray that the honorable court enter judgment in their favor in an amount determined by the finder of fact that is less than \$75,000.00, exclusive of interest and costs; that the judgment include the costs and fees incurred in the prosecution of this suit; and that the court enter such other equitable relief to the Plaintiffs as it deems fit and proper under the circumstances.

Respectfully submitted,

s/Marion C. Fairey, Jr.

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This 12<sup>th</sup> day of November, 2019  
Hampton, South Carolina